Magic Makeovers Construction

And the Contractor: **Magic Makeover** License House Raising / License Commercial Contractor # **54586**/ License Residential Contractor # **881015**

This fixed ("Contract") is made on the **22 nd**
day of **May 2022** and is made between the Owners/ Agent, **Magic Makeover and Melissa Foy**

For the Project: 2517 Wisteria
New Orleans, LA 70122

ARTICLE 1: CONTRACT DOCUMENTS
1.1 The "contract documents" consist of:
1.2. Any Project Plan(s) or drawings required for permitting by the city, is and will be the responsibility of the Homeowner/ Agent
1.3. Builder Risk Policies, and etc., are not the responsibility of the Contractor.

ARTICLE 2. THE CONTRACT PRICE
2.1 The contracted price of the project shall be set at the sum of **$48,597,.50**
2.2 This contract is null and void if the homeowner is unsuccessful in obtaining financing for this project (If Financing Applicable)
Construction Draw -
The draw schedule will consist of 5 draws for the progress of work to be performed
The payment is as followed:
1st Payment of $12,149.37 is due on the signing of the contract to order material, and mobilize equipment
2nd Payment of $12,149.37 is due on the completion of the Demolition of floors, electrical, and drywall, and one coats of paint
3rd Payment
of $12,149.37 is due on the completion of the doors, trim, shelving, and finish electrical
4 th and Final Payment of $12,149.37 is due on completion of the cabinets, countertops, and finish plumbing and completion property

ARTICLE 3.
3.1 Scope of Work: Ida Renovation Contract:
Install 1/2 inch drywall, hang, tape, float, and texture
Paint interior walls 2 coats semi-gloss or eggshell finish, interior doors and door trim
Purchase and Install 8 interior doors and 1 set of double doors. (Hollow Core Doors) this cost includes purchasing and installing door locks
Purchase and Install primed wood 5 1/4" baseboard and shoe molding
Install the tile flooring and grout that the homeowner's choices (labor cost)
Tear out the existing ceramic tiles and haul load into the dumpster
Purchase and Install the lower portion of cabinets to match the existing satin finish cabinets, sink, faucet, and

hardware
Purchase and Install vanity, mirror, sink, and faucet
Purchase and Install a new porcelain toilet with a toilet seat
Purchase and install new electrical wiring, for the pendants light over the island
Install light fixtures and ceiling fans
Cut and re-use the existing countertop
Install customize backsplash to homeowner preference
Install hydraulic jacks, hydraulic hoses, and the Unified Hydraulic Machine.
Install cement block walls
Install 8x8x16 cinder block, fill concrete both cells of the pillars with concrete and insert Galvanized strapping

Total project cost: 48,597.50

ARTICLE 4. TIME OF COMPLETION

4.1 The commencement date is subject to acquiring the necessary city permits and documentation (if necessary). The Contractor agrees to submit, prepare, and acquire all necessary documentation to meet the qualifications for permitting. The Contractor shall provide requested documentation upon availability to the parish of which this project is located. The completion of the permitting process is a government process. The Contractor cannot be held responsible for the length of time this process requires. The Contractor shall commence the project, however, within 5 days of receiving said documentation (if necessary). Any document requested by the parish /bank will be provided by the contractor within 10 days of the request.

4.2 The commencement date of the project begins when permitting is granted (if necessary) for the project, the Owner/Agent and Contractor agree to the specified dates taking obvious considerations for weather and other like conditions. Besides the permitting process, there is a multitude of variables that have an influence on a project's timeframe for completion. The construction of this project shall be built within 7 days of the start date. The Contractor shall invoke a Force Majeure (superior force) clause for circumstances that are beyond the control of either party. These may include but are not limited to hurricanes, fires, floods, power outages, and other similar issues. It is important for the Owner/Agent to keep in mind that there is also Owner/ Agent related delays as well. These may include and are not limited to change orders or pay delays.

ARTICLE 5. SECURITY OF FUNDING AND PROGRESS PAYMENTS

5.1 In the event the Owner/Agent does not pay the above-said Contractor, the Owner/Agent is hereby responsible and/or liable for the balance owed, and any adjusted cost, and any change orders (if Applicable).

If payment is not received by the Contractor within 48 hours after the delivery of work satisfactorily completed, the Contractor shall have the right to stop work or terminate the contract at his discretion. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to the Contractor for the part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to the Contractor for that part of the work performed prior to such termination.

ARTICLE 6. DUTIES OF THE CONTRACTOR

6.1 The Contractor shall be a licensed professional and, as such, retains complete control of the job site and construction methodology. The Contractor shall maintain the right of assignment. Deviations from the plan are the responsibility of the Contractor and can be adopted in order to control cost or efficiency. Any and all changes made shall be in accordance with local building codes. Structural changes shall be approved by an engineer.

6.2 All work shall be in accordance with the provisions of plans and specifications. All systems shall be in good working order.

6.3 Upon satisfactory payment for any portion of the work performed, The Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

ARTICLE 7. OWNER/AGENT

7.1 The Owner/Agent shall communicate with subcontractors only through the General Contractor.

7.2 The Owner/Agent will not assume any liability or responsibility, nor has control over or any changes of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project.

7.3 The Owner/Agent shall select all of the finishing items:

ARTICLE 8. CHANGE ORDERS AND FINISH SCHEDULES

8.1 This is a fixed-price contract. Amounts shall only be changed when proper change orders are approved. A change order is any modification to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by the Contractor and the Owner/Agent

ARTICLE 9. INSURANCE

9.1 The Builder will keep in force a General Liability Insurance Policy to protect Owner's/Agent and Contractor's interest until the project is completed.

9.2 The Contractor shall purchase and maintain needed Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for his own protection.

ARTICLE 10. GENERAL PROVISIONS

10.1 If conditions are encountered at the construction site which is subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner/Agent will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the

The contractor's cost of and/or time required for any part of the work will negotiate with the Contractor an equitable adjustment in the contract sum, contract time, or both.

ARTICLE 11. ARBITRATION OF DISPUTES

11.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 12. WARRANTY

12.1 At the completion of this project Contractor shall execute an instrument to the Owner/Agent warranting

the project for 15 years against defects in workmanship or materials utilized. The manufacturer's warranty will prevail. No legal action of any kind relating to the project, project performance, or this contract shall be initiated by either party against the other party after two years beyond the completion of the project or cessation of work. All structural parts shall have a warranty of seven years

12.2 Sidewalks, driveways, and non-structural concrete pours are not warranted against the settlement. (If Applicable)

ARTICLE 13. TERMINATION OF THE CONTRACT

13.1 Should the Owner/Agent or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

13.2 The contract price given is based on 100% completion of the Contractor's scope of work. The Contractor or Owner/ Agent reserves the right to end this contract at any point if any party does not fulfill his or her obligations outlined in this contract. If this should occur the Owner/Agent shall make the Contractor whole by paying the percentages of what's completed per each scope. This amount should be paid within 30 days of the cancelation of this contract by the Owner.

ARTICLE 14. ACCEPTANCE AND OCCUPANCY (If Applicable)

4.1 Upon completion of the project shall be inspected by the Owner/Agent and the Contractors Representative, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

14.2 The Owner/Agent shall not occupy the property until the final payment has been received by the Contractor and a Certificate of Occupancy has been obtained.

14.3 Occupancy of the project by the Owner /Agent shall not alleviate contractors/manufacturers of any defects or work in need of completion or correction. The contractor will be responsible for 2 years from the date the Certificate of Occupancy is issued. All manufacturer warranties will apply, the contractor will be responsible for the owner/agent receipt of the manufacturer's warranties.

ARTICLE 15. SPECIAL AGREEMENTS

15.1 All work documents, Addendum, or Special Agreements identified in this Article. All of which such Plans, Specifications, Standard Provisions, Work Documents, Addendum, and Special Agreements are incorporated herein and are made a part of this Contract.

15.2 IN WITNESS WHEREOF, the parties have hereunto caused this CONTRACT TO BE EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN

2517 WISTERIA

Melissa D. Foy ✔ Signed Jun 30th, 2022

EARIN D BRIDGES

Earin D Bridges ✔ Signed Jun 28th, 2022